Previous references.

1876-77

191

S/R File No. 20 of 1876-7

Serial Nos. 1 to 16.

Later references.

S/R 1 of 1882-83

S/R 25 of 1891-92

S/R 248 of 1902-903.

S/R 112-18 St. 142

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1 to 16.

Major Part B. for March 1877.

SUBJECT

Claim to the Toddy Revenue of the Inamdar of Sivangere Tumkur District.

---

1. From Krishnappa Inamdar Sivangere
Pet No. 1559. Dt 18.8.76.

Submits certain records with request that necessary action will be taken for arrears of payment due to him and to Consider his claim for toddy Revenue.

2. To. The Supdt of Inam Settlement.
No. 183 Dt 6.10.1876.

Requests Submission of Registers & Statements of Sivangere Jodi Village.

3. From The Supdt of Inam Settlement
No. 4776. No. 74 Dt 21.10.76.

G. R. S. 58 GPI—1,000—17-10-11

Omits the Register and Statements of
Sivangere Inam village of the Maddagiri Taluk
as requested.

4. From The Supdt. Inam Settlement
Dy: No. 8339/248. No. 8339/R248 Dt 16.11.76

Requests to pass orders to forward the correspondence and other papers connected with the settlement of the Jodi village Sivangere in the Maddagiri Taluk.

5. From The Supdt. Inam Settlement
Dy: No. 5698/104. No. 83. Dt 25.11.1876.

Requests ~~to direct~~ the transmission of the Register and Statements of Sivangere village

6. To The Supdt. of Inam Settlement.
Dy No. 87. No. 924/272 Dt 8.12.1876.

Returns the 2 Registers and Statements relating to the Sivangere village.

7. From The Supdt. of the Inam Settlement.
Dy. No. 6240/125. No. 93 Dt 13.12.1876.

Returns certain Registers and Statements of Sivangere Village together with the petition herewith received & States how the Toddy Reveune has disposed of under para 5.
Commrs Pro: No. 3697/R30. R 8-12-1873

From The
No. 10003/R286 Dt 6.1.77.

Requests to state whether the claim of the
Oddar to enjoy the produce of the date trees was
disposed under the provisions of para 2 of 3 of Ch: Commrs
Pro No. 3697/R30 Dt 8.10.73.

9. From The Supdt of the Inam Settlement.
by No 6779/23 No 102 of 23.1.77.

Reports that some misapprehension appears to exist as regards the toddy revenue in para 5 of the Ch: Commr's proceedings ~~under reference~~ and solicits certain instructions on the point.

10 To. Krishnappa Jodidar Sivangere.
En: No 1559/444 of 17.3.77.

Informs Krishnappa that his case falls under para 3 of the Ch: Commr's proceedings No 3697/90 of 8.10.73 under which the toddy collections will be continued to him during the life time and one half of the payment during the heirs life and directs also to dispose of the petitioner's claim in accordance with the said provision.

11 From The Supdt of Inam Settlement
No 74 of 14.10.76.

12. To The Supdt of Inam Settlement.
No 8339-248 of 16.11.76.

13. From The Supdt of Inam Settlement.
No 93 of 13.12.1876.

14. To The Supdt of Inam Settlement.
No 1003-286 of 6.1.1877.

15 From. The Supdt of Inam Settlement
No 102 of 23.1.1877.

16. To The Supdt of Inam Settlement
No 12917/Rev 363 of 20.3.77.

Passes orders on the Claim by the Jodidar of Sivangere to the Toddy Collection of his Village

Indexed

N. Narasimha Murthi Rao
Clerk

Entered
7-7-77

No. 1559

Name of Petitioner. Kristnappa Jodi Shanbag

Village. Sivanageri

Taluk. Maddageri

District. residing at Bangalore

Date of Arzi. 18 — 8 — 76

Date of Receipt. 19 — 8 — 76

Date of Disposal. Sep. Rev

SECTION

No. of Enclosures. one

FILE No. 1 of 1877

SERIAL No. 1

ABSTRACT.

Begs that the Chief Comm will peruse the enclosed abstract and other Correspondence available in his Records and issue necessary instructions to the Dy Comr to direct the Abkari contractor to clear the arrears due to the Petr up to date, and to take up the date trees of the village on contract as heretofore, making his payments regular in future; & in default to order the said contractor never to interfere with the date trees of the village and in the latter case, the Dy Comr might also be instructed to allow Petr not only a license to tap & sell toddy himself in his inam village but also to permit him to sue the contractor for damages

Entd the correspondence relating to the complaint and the Govt Granted to Petr on his Petn of 19 Sept 1874 as herewith submitted. The matter having been decided some 2 years ago cannot now be reopened, I think —

8 Oct 76

Secy to Chief Commr for orders as directed

7/10/77

No 1559
DESPATCHED 14/3/77

To

C. B. SAUNDERS Esquire, C. B.

Chief Commissioner for the Government of Mysore,
BANGALORE.

The Humble Petition of KRISHNAPPA, the Jodi Inamdar of Sivanagere village, Maddagiri Talook, Toomkoor District, Bangalore.

MOST HUMBLY SHEWETH,

With reference to Mr. Secretary Wellesley's ement No. 1948, dated 5th October 1874, and the Petitioner's reply petition, urging the grounds for consideration and orders, having not as yet been replied, Your Petitioner begs most humbly and respectfully to submit the printed Abstract Translation of papers, showing the Petitioner's title to the toddy Revenue from the date trees standing on the lands of his Jodi Inam Sivanagere village, Maddagiri Talook, together with the few following lines for your honor's kind and merciful consideration, thereby firmly hoping to obtain that justice unalloyed with partiality, and that redress denied to him, to grant which your Honor is so widely known throughout the Southeren India.

1. That the Petitioner's ancestors and self were in the enjoyment of the toddy revenues of the date trees of the said village from A. D. 1504 to 1873,—a period of upwards of 3 centuries and a half. In no administration was their enjoyment of them ever disturbed during this long period; but on the contrary, the successors of the Maha Raja of Vijia Nagar, who granted the village on Survamanyem tenure [free of all rents or taxes] and eventually the Mahratta Chiefs, the Nizams, the Rulers and the late Maha Raja of Mysore, and lastly the British Government itself scrupulously continued to them this previlege on the very terms of the original Sunnod [Copper-plate Sasana No. 1, in the enclosure] and the Takids [Nos. 11 and 12].

2. A reference to the Nos. 14 to 28, will cleary bear out that the late Bangalore Division Panchabob Department had taken up the village date trees on contract from the ancestors of your Petitioner. It is to be noticed here that the late Punchabob Department having taken up the date trees on contract [vide Nos. 18 and 19] from the Petitioner's ancestors, is a fact which in itself will prove that the Government acknowledged the Jodi-Inamdars as the sole masters to the village toddy revenue in question.

3. Apart from this, the Inam Department, guided as it is by the Rules approved of by the Government of India, has, in Nos. 38, 58, and 63 fully acknowledged the Inamdar's title to the toddy revenue also. Moreover the Extract of the Statement from the Inam Register which was appended to the Petitioner's Arzee to the then acting Chief Commissioner Mr. Gordon, dated 22nd December 1873, vide No. 36, fully bears with the Petitioner's title to the said toddy revenue. But yet, either the local revenue officers, or Mr. Wellesley, although repeatedly enlightened on the subject, have not been able to arrive at the truth in the case. That their several replies, vide Nos. 33, 34, 35, 45 and 48, evidently show that they have entirely swerved from the spirit of the case, wherefore the matter was not, the Petitioner presumes, laid before Sir Richard Meade; and these replies further call to the Petitioner's mind, an old traditional Government which, at being reported that a bull brought forth a calf, ordered the calf with the bull to be pounded together; inlikemanner, the authorities have, one and all erred, not only in coveting the Petitioner's poor income from the toddy revenue of his Inam village, but also, in arguing to support what they committed whether with knowledge or unwittingly. Either the authority of Manu, as quoted in No. 1 Sasana or the British Constitution, tolerates this appropriation of a right, acceded to the Petitioner's ancestors in a gift from a departed Sovereign 375 years back.

4. That according to the Rules now in force in the settled Talooks, a Government land occupier has a full right to the date trees standing on his own land, and to toddy or revenue thereof; but in the case of the Petitioner, even this previlege is denied notwithstanding he is an Inamdar and notwithstanding the settlement had been introduced into his Talook.

5. That Nos. 25, 26, 27, 28, and 50, 51, 52, 53, 55, 56 and 57, will still more clearly demonstrate that, according to the Rules now in force, the Petitioner had given to the Government toddy contractor, the date trees of his village on contract, but that the contractor failed to clear the arrears due to the Petitioner, and is bent upon putting him to unnecessary loss by preventing the sale of his

village toddy. It should be borne in mind that if the Petitioner is permitted to tap and sell toddy, his average income will be more than Rs. 25 a month; and if he should allow the same to others on contract, he is fairly entitled to receive no less than Rs. 20 a month; but if from date tr epar- ation of Joggery be allowed, his income will, on one hand, be reduced to Rs. 9 a month, the other, the date trees will die away sooner: and since 2 years and a half, the contractor having put off taking up the village toddy on contract, and the Deputy Commissioner not having granted a license to the Petitioner to sell toddy in his village, the Petitioner was obliged, in order not to be dispossessed of his own prerogatives, to have recourse to the latter alternative, which course has greatly reduced the Petitioner's monthly income, and he moreover fears that the date trees might die away long before their time, so as to cause a very serious damage to the Petitioner, but the Petitioner feels he dare not take up your valuable time here, as that forms a different subject altogether.

Under these circumstances, your Petitioner very humbly implores Your Honor may be graciously pleased to peruse the enclosed Abstract as well as all other correspondences in the case, which he believes are in Your Hoozoor record: and issue necessary instructions to the Deputy Commissioner, to direct the Abkary Contractor to clear the arrears due to the Petitioner upto date, and to take up the date trees of the village on contract as heretofore, making his payments regular in future: and in default, to order the said contractor never to interfere with the date trees of the village; and in the latter case, the Deputy Commissioner might also be instructed to allow the Petitioner not only a license to tap and sell toddy himself as usual in his Jodi Inam village, but also to permit him to sue the Contractor for the damages he has already sustained on his account.

For this Act of Justice, Your Petitioner as in duty bound,
WILL EVER PRAY.

ಹರಣ್ಯಭಟ್ಟರ ಕೃಷ್ಣಪ್ಪ,

BANGALORE,
18th August 1876.

(Signed) KRISHNAPPAH,
Jodi Inamdar of Sivanagere village, Maddagiri Talook.

Abstract Translation of Papers shewing the Inamdar's TITLE TO THE TODDY REVENUE OF THE DATE TREES standing on the lands of SIVANAGERE AGRAHAR, Maddagiri Talook, Toomkoor District, Nandidroog Division, in the Province of Myscre.

THIS SASANA IS IN DEVANAGERI CHARACTERS IN SANSKRIT.

1. Copper-plate Sasana granted to Survéswara Aradhya (the founder of the Petitioner's family) by His Highness the Maha Rajah, VIRA NARASIMHA RAYA of Vijaya Nagar, on the holiday of Sivaratry in the Moon's Decrease of the month of Magha in the year Krodhana of the Eara of Salivahana 1427 or A. D. 1504

After mentioning the family descent of the donor and the donee, Viranarasimha Raya [the donor] states that "the village of Sivangere alias Narasimhapuri which contains ponds, wells, tanks, channels etc., bounded by the villages noted in the *margin is granted to the learned Surveswara Aradhya on Survamanyem tenure [free of tax]. The said Surveswara Aradhya and his lineal descendants are permitted to enjoy the village revenue together with 8 different kinds of benefits, viz: the natural treasure, the hidden treasure, quarries or precious stones, present and future benefits of whatsoever, water, flower and fruit trees &c. The donor further states the boundaries of the village of Sivanagere for general information clearly in Canarese language as follows:—

*East—*Sodenahalli.*
South-East-*Hampasamudra.*
South—*Jakkenahalli.*
South-West-*Badavanahalli.*
West—*Borasandra.*
North—*Kithagali.*
North-East—*Polamagutta.*
North-West—*Bhasmangi hill and Town.*

Direction.	Name of the neighbouring village to Sivanagere.	Boundary marks between Sivanagere and its adjacent villages.
East. ...	Sodènahalli. ...	Muthukadamara.
South. ...	Jakkanahalli. ...	Silavantanakatte and Kodihalli.
West. ...	Borasandrá. ...	Nariguttá.
North. ...	Kithagali. ...	Black-stone near the village of Dodda Hosahalli.

Vira Narasimha Raya further states in Sanscrit as follows:—

"He who continues the gift made by others will have an equal amount of the merits of the original donor. An usurper of such gifts either by avarice or parsimony will be liable to suffer the effects of 5 kinds of sins;" in authority whereof Manu says. "The Earth was enjoyed by Sagara and other emperors, whomsoever it belonged, it was known to be his, having the power of giving and discontinuing a gift. To continue a gift made by others is twice the more meritorious than his own; by taking back others gift, that which was made by oneself will have no effect. Thus of giving and continuing, the latter is known to be more meritorious than the former. By gift, the donor will obtain the celestial bliss, while the one that continues it, the salvation.

* * *

Inscribed,

SHRI VIRUPAKSHA.

2. From Lakshmana Ballal, the Subedar of Maddagiri to Poot Bhat the son of Chenni Bhat, on the 13th Moon's increase of the month of Aswija of the year Survajitu in the eara of Salivahana 1689.

That according to the copper-plate Sasana, the primary secondary villages might be enjoyed ; you may live happily pr at all times for the prosperity of the Government.

3. Lakshmana Bellal's order dated as above to Rangappa the Dalvoy (General of the army) of Ratnagiri Principality.

Srimantha having commanded that the villag igere with the subordinate villages might be allowed for comfortable enjoyment as hereto-fore, the command might be obeyed.

4. Subedar Lakshmana Ballal's order to the Shanbhog and Potel dated as above.

With subordinate villages Sivanagere village might be allowed for comfortable enjoyment as usual [mamool]

5. Pradhan Venkappia's order to Soobbiah the Amildar of Maddagiri dated 1st Moon's increase in the month of Ashadha of the year Jyah.

Sivanagere village might be allowed for all free enjoyment as usual with no annoyance whatever.

6. Pradhan Venkappia's order to Sadhu Mia dated 5th Moon's decrease in the month of Kartika of the year Jyah.

Sivanagere village might be allowed as Sarvamanyem [free of all assessments] as usual.

7. Pradhan Venkapia's order to Sadhu Mia dated 2nd moon's increase of the month of Margasara of the year Jyah.

It being reported that the Potel and Shanbhoug of Sodenahalli are annoying the people of Sivanagere Agrahar for the amount of contract of leather of the deceased cattle grazing on the waste lands, the Shanbhog and Potel of that village might be instructed not to demand hereafter for the sum in question, the village being allowed for all free and confortable enjoyment without any annoyance whatever.

8. Pradhan Venkappia's order to Sivangere Potel and Shanbhoug dated 7th Moon's increase in the month of Ashada of the year Hevilambi.

As Sivanagere Agrahar was consigned to the Brahmins Haribhat and Ramabhat as usual, you will be subservient to them.

9. Pradhan Venkappia's order to the Potel and Shanbhoug of Sivangere dated 1st Moon's increase in the month of Bhadrapada of the year Hevilambi.

Do. Do. Do. Do.

10 Devan Purnia's order to Borègowd, Amildar of Maddagiri dated 7th Moon's decrease in the month of Magha of the year Sidharti February 1800 A. D.

Complaints being made to the Hoozoor by the Brahmins of Sivanagere Agrahar and it being therefore ruled that Kanteeroyee Pagods 80 only as per Berij are to be received into Government from the Brahmins annually, and any excess collection made to be distributed among 20 of them, you should receive Pagods 80 annually into Government and allow them to have free and unmolested enjoyment of the village.

* * *

11. Maddagiri Amildar Boregowd's order to the Abkary contractor of the Talook dated 12th Moon's decrease of the month of Palgoona of the year Sidharti, March 1800.

* * * * *

It is reported that you object to the Inamdar's enjoying the produce of the date trees standing on the lands within the boundary of the Sivanagere village. The reason for so doing is not known, this item being continued to them from the beginning as included in the assets of the village. On the receipt of this order your interference is strictly prohibited. This order may be handed over to the Brahmins of the village.

12. Order from Timmarasia Amildar of Midigesi to Mootta the Abkary contractor dated 12th Moon's decrease in the month Vishakha of the year Krodhana, May 1805 A. D.

It having been brought to notice that you demand the payment from the Inamdars of the collections of the Toddy Revenue of the Sevanagere village, you are hereby informed that this Revenue is included in the assets of the village, and in consequence you should never interfere with this affair, and a second complaint on the subject will severely be noticed.

* * * * *

13. Order from Lingaraja-Arz the Fowjdar of Bangalore to Venketaraya the Amildar of Maddagiri dated 5th Moon's decrease in the month of Kartika of the year Yoova, A. D. 1815.

In accordance with the order from His Highness the Maharajah dated 13th Moon's increase of the month of Ashada of the year Yoova, the Sunnod and other documents connected with Sivanagere village, with paper Nos. 2, 4, 5 and 10 being examined, you are directed to receive into Government the amount of Jodi viz, Pagods 80 from Chennibhat etc. 20 Vruttidars according to the adjustments made and orders issued by Devan (Purnia). The village might be allowed for all free enjoyments and no labor impressed on its people.

Note—The Toddy Revenue was collected from 1501 upto 1844-45—a period of 341 years! and solely enjoyed by the Inamdars themselves. In 1845-46 this revenue collection was allowed on contract to Government Abkary Contractors. The following are their documents:

14. Moochalika executed to Narnappah Jodidar of Sivangere by Venket Ramia Mootsuddi of Virapille the late Bangalore Division Abkary Contractor dated 3rd August 1845.

The tapping of date trees and selling of Toddy and preparing joggery therefrom in Sivanagere village are contracted by me for Pagods 10, Fanams 8, annually from 1845-46 to 1849-50: and should additional men be appointed to prepare joggery, an additional revenue of Pagods 3, Fanams 6, will be paid. You will not admit any other bids which might be received in the meantime.

15. Letter from the said Venket Ramia Mootsudi of Toddy Contractor of Maddgiri Talook to Narnappa the Jodidar of Sivanagere dated 14th December 1849.

You write that it is impossible to come now to settle the toddy contract money of Sivanagere village for 1849-50, because you are involved in a dispute in the boundary line between Borasandra and Sivanagere. But an order being now received from the Bangalore Talook Cutchery requiring the transmission of receipts for the money payments made to Jodidars, you will therefore send in a receipt for the collection of the sums made by you.

* * *

16. Memorandum from the Amildar of Maddagiri to Sivangere jodidar Narnappa 19th December 1849.

* * * * *

An order No. 122 received from the Bangalore Division Hoozoor is to the effect that the date trees of Sivangere village was given away on contract to the Bangalore Division Panchabob Department, that the ryots of Sivanagere and Borasandra being at variance as to boundary marks, object to preparing joggery from toddy by breaking pots tied to the trees; that after adjustment of this dispute, the amount of contract might be received by such Inamdars as to whosoever it might appear to be due; but this cannot be a reason why the working of the Karkhana should be stayed. That in adjusting the boundary dispute between the 2 villages, should the toddy trees appear to belong to Sivanagere village, you are directed to pay the amount to the Inamdars of Sivangere or should they appear to belong to Borasandra, the same might be paid to the people of that village, but at all events the working of the Karkhana cannot be stayed.

* * *

* * * * *

17. Letter from Soobraya the Government toddy and liquor Department Moktesur to Sivangere Jodidar Narnappah dated 18th January 1850.

Your letter dated 5th Moon's decrease in the month of Magha is received. The Amildar of Madagiri reported to the Hoozoor, your objections to Borasander Krishna's praparing joggery from the toddy, the reply order received is that, "till the Amildar reports the completion of the adjustment of boundaries between the villages of Borasander and Sivanagere, the toddy revenue payable through Karkhana should be collected and kept in deposit. Krishnia's preparation of joggery cannot be marred, but that every access to the date trees might be rendered." Hence my writing. You are the lord of the land, and where will your money go. After adjustment, should they prove to be yours, you might take it. You will therefore transmit to Venket Ramiah the liquor and toddy Mootsuddy in Maddagiri Talook, the balance of cash in hand with receipts for sums you have to deduct for the amount of contract due to you by 6 instalments [Kists] till December, to-

gether with a statement of the collections you made from the revenues of the toddy contract and preparation of joggery. From January next, you shall not make the collections. You say you are lord of your village toddy revenue. The village was 5 years ago given on contract to the Department of Panchabob through Govt. and a fixed revenue is being paid to you regularly. The ion of toddy revenue is entrusted to Government on cont nd deducting the amount that becomes due to you out of the proceeds, the balance is remitted to the Talook Jamabandi. For your object. ing to it now, you being already one not unenlightened with the movements of Government, what more can I write. You came here when, I met and asked, you could have done so as you replied at the commencement of the year [Kalavadi], but your objections at this stage of the working does not look just. You might not object to Mootsuddi Venket Ramiah's collecting the revenues of the village toddy which are due in instalments since January. The Kabooliaty [agreement] Moochalika [adjustment deed] and the security bond are to be obtained from Dasi, and if security be brought and Moochalika executed, the money will be made payable.

* * * *

18. Order from the Amildar of Maddagiri to the Shaikdar of Rantvalalu dated 27th June 1850 conveying the order No. 49 dated 24th June 1850, received from Major Haines the Superintendent of Bangalore Division.

Sooba Rao the Moktesar having reported in his No. 12 to the Superintendent of Bangalore Division that the toddy contractor of Sivanagere village states, on being demanded for Pagods 15 Fanams 6 due for 1849-50, that he paid it to the Jodidar: the Superintendent in his order to the Amildar of Maddagiri instructs that the amount should have been collected by the Government Contractor of the village and the Contractor had no business whatever to pay it to the Jodidar instead of the Sircar. The Amildar in conveying the same to the Shekdar suggests an early recovery from Jodidar either a receipt for Pagods 10 and Fanams 8, the amount due to Jodidar, or the cash itself, besides Pagods 4 and Fanams 8 due to Government and transmit the same to the moktesur.

19. Letter from the Amildar of Madagiri to Narnappa the Jodidar No. 58 dated 26th September 1850.

Whether or not you grant the date trees of Sivanagere village on contract hereafter, you are your own master. Pagods 4 and Fanams 8 should at all events be paid to Government. With reference to the boundary disputes, you will abide by the instructions formerly issued. As regards the Sayer duty, the case will be reported to the Superintendent and the order received in reply thereto will be carried out.

* * * * * * *

Note:—The Inamdars were collecting the toddy revenue and enjoying it themselves from 1850-51.

20. Copy of a letter dated 17th November 1850, from the Amildar of Madgiri Talook to Sira etc., Abkary Moktesur Soobbaraya.

Narnappa, the Jodidar of Sivanagere complaining that your people raise objections to the tapping of toddy by the Inamdars, you are requested to warn your people not to prohibit their tapping toddy. Your people can only buy toddy joggery, but cannot prevent tapping the toddy.

21. Moochalika of Ara Eedigar Krishna of Javiganahalli of Sira Talook to the Jodidar of Sivangere, dated March 1862.

If you will accept my tender for preparing Toddy Joggery from those date trees which the Sodenahalli Eedigar contracted for last year setting apart those in the lands forming a boundary between the villages of Sivanagere and Borasandr.. ; and those behind the Korimallana Katté [tank] attached to Sivangere village ; I agree to pay Candayem of a Rupee a month.

22. Moddagiri Talook Chendragiri Sendi Oogria's Moochalika to the Jodidar of Sivanagere dated 18th June 1865.

Sodenahalli Kencha having tendered a Durkast for Sivanagere village toddy shop and joggery oven for this year—from 1st June to the end of May—for Rs. 180, I increase the rate by 12 As. each year for the ensuing 5 years thus swelling the amount to Rs. 903—12—0. Sivanagere Sendi Obia being my personal security,

V. That section 3 of the Inam Rules clearly declares that 50 years enjoyment of an Inam, which is borne out by the accounts of 1800 and 1810, whether according to Sunnod or otherwise, should be upheld.

The Chief Commissioner will, under these ciscumstances, reverse the order which is ary to 370 years uninterrupted enjoyment, and render justice to Jodidars.

37. Jodidar's petition to the Superintendent of Inams, dated 2/7 February 1874.

The toddy revenue of the village, which the Inamdars enjoyed since 370 years, was annexed to the Jodi village, even during the settlement of the Inams and was also registered to that effect. When the Government Contractor took up this village on contract, he regularly paid the amount of Contract for 3 or 4 years, but considering the foregoing objections, the said contractor at present refuses to clear the arrears. Prays for orders on the subject.

38. Endorsement No. 766, dated 26th February 1874, from the Inam Superintendent toNarasimha Moorti the Jodidar.

The date trees might be allowed on contract to the Government Contractor according to the Chief Commissioner's orders but the Jodidar can make use of the trees in any other manner and at all events the Jodidar cannot sell toddy without license from Government.

39. Moochalika executed by Mootta, the Eedigar of Sivanagere village, to the Jodidar, dated 4th May 1874.

I will keep a sharp look out at the date trees of the villages and I agree to take the green-branches thereof in order to plaimats on contract for a year from May 1874 to April 1875 for Rs. 6, payable at the rate of 8 Annas per mensem; and I will take care of the date trees. Should any body want the date branches, you will be reported and obtaining orders from you, the shooting branches will be given.

40. Memorandum from the Shekdar of Rantvalalu to the Jodidar, dated 29th July 1874.

The Amildar of the Talook having personally ordered me to bring you up with any document you might have obtained from Government as regards cutting the shooting branches of the date trees of your village, you are requested to present yourself before him by 12 P. M. in his Circuit Station at Poolmagutta.

41. Memorandum from the Shekdar of Rantvalalu to the Jodidar of Sivanagere, dated 23rd August 1874.

After careful inquiry, it having been reported to the Hoozoor that the shooting branches &c., of the date trees are being cut, and an order in reply thereto having been received to transmit the original order, the Jodidars might have been in receipt of from the Superintendent of Inams, I am instructed in No. 365 from the Talook Cutchery to request your presence before the Amildar with the said original order [if any]. The Jodidar might himself go to the Amildar with the order or send it up to me.

42. The Jodidar's reply, dated as above.

Order No. 766, received from the Superintendent of Inams it herewith sent in original and requests an acknoledgement of the same.

43. The said Shekdar's reply dated 24th August.

I am in receipt of the Endorsement No. 766 which you sent up to me and I have forwarded the same to the Amildar.

44. Jodidar's petition to the Chief Commissioner, dated 19th September 1874.

Invites the attention of the Chief Commissioner to the petition marked 36.

45. An order from the Toomkoor District Dy. Commissioner in reply to Madgiri Amildar's Arzee, dated October 1874.

The contractor might be instructed to abide by the Hookoom from the Superintendent of Inams on the subject.

Note—(As the Deputy Commissioner declined to furnish a copy, the Jodidar fails to give the number and date of this order.)

34. Endorsement No. 401, dated 9th October 1873, from Do. to Do.

Refers to the former Endorsement, and states that no other order can be granted from his Office. The Jodidars can, if they like, appeal to the Chief Commissioner.

35. [illegible]sement No. 513, dated [illegible]ember 1873, from Do.

If the Jodidars want a copy of the Chief Commissioner's Circular docket with reference to the toddy, they can apply to the Chief Commissioner for it; but it cannot be granted from this Office without orders.

36. Sivanagere Jodidar's petition to the Chief Commissioner, dated 22nd December 1873.

After referring to the foregoing documents, the Jodidar stated that 370 years back, the village was granted to them on Survamanyem tenure, and the toddy revenue which was in their enjoyment ever since, is now unjustly dispossessed and illegally added to the Government contractor. That in reversing this ungrounded order of the local authorities, the Chief Commissioner will not only allow the Jodidars to enjoy the toddy collections as usual, but also order the Government Contractor to remit to Inamdars the arrears due to them in the amount of Contract. The grouuds were;—

I. That the copper-plate Sasana clearly states that "with flower and fruit trees 8 different kinds of benefits of the village are to be enjoyed by the Inamdars." The date trees in question not being specially reserved by Government the fair presumption is that they are merged in the "flower and fruit trees." The Chief Commissioner will therfore consider that they belong to Inamdars alone.

II. That in 1799, 1800 and 1805, when Purniah fixed Jodi on the village, the toddy Contractors of the Talooks of Madgiri and Midigesi were ordered by their respective Amildars, to allow the revenues of the date trees standing in the village to be enjoyed as usual by the Jodidars, and the said date trees might never be interfered with. These documents were produced in original.

III. That from the foregoing references [see Nos. from 14 to 28], it is clear that the toddy collections of the village were enjoyed by Inamdars without any annoyance whatever.

IV. That the late Commissioner [now Chief] GENERAL CUBBON specially ordered the then Chitledroog Division Suderintendent to examine how or under what authority the Inamdars are in the enjoyment of toddy revenues. That on a subsequent period, the Inam Superintendent, during the settlement of the village, took particular cares to inquire, how the toddy revenues of the village are in the enjoyment of the Inamdars. Both these Officers admitted after careful examinations, the correctness of the enjoyment by Inamdars of the said income. The accounts that the Chitledroog Division Superintendent already submitted, are in the Chief Commissioner's records. A copy of the Inam Register is herewith appended for ready reference, as follows:—

	Land Revenue.			Mohaturfa.			Toddy.			Total.		
1859	315	7	3	9	15	5	45	4	9			
1860	372	12	9	9	0	6	68	13	3			
1861	393	13	3	10	3	10	68	13	3			
1862	393	13	3	11	15	5	68	13	3			
1863	447	5	0	7	14	11	57	8	6			
1864	404	6	0	11	15	3	114	11	6			
1865	441	10	0	6	11	3	157	1	0			
1866	355	9	6	12	13	2	172	1	0			
1867	417	4	0	11	15	3	172	1	0	Average Rupees		
1868	410	5	0	10	3	7	114	7	6	509	7	9
	3932	6	0	102	12	5	1039	11	0	5091	13	5

27. Letter from the said Hoolikuntè Roodriah to the Jodidar Krishnappa's son-in-law Narasinga Rau, dated as above.

Acknowledges receipt of the above letter and accedes to the proposal.

* * * * * *

28. Karar executed to the Jodidars Krishnappa and others, by the said Hoolikunté Roodriah in behalf of Messrs; Arathoon and Elé Mallappa Chetti, Toomkoor District Toddy Contractors, dated 30th April 1871.

The Abkary contract of Sivanagere and the 2 hamlets Koorbarahalli and Chikka Hosahalli, is undertaken by me for a period of 3 years from 1st April 1871, to the end of March 1874. During this period, it has been agreed upon, that toddy should be extracted from the date trees which are standing within the boundaries of the said primary and secondary villages, that the same might be exported to places required, and sold in the village of Sivanagere provided that Rs. 720 in all be paid. I therefore agree to obtain receipts for payments made by a fixed monthly instalments of Rs. 20 each, payable on or before the 10th of every next month. That the Government rulings as well as the usages in the village will in all other matters be adhered to.

* * * * * * * *

Note.—The Koti Mootsuddi remitted the monthly instalments regularly till January 1873 to the Jodidar, obtaining always receipts for the same.

29. Rantvalalu Shekdar's letter to the Jodidar of Sivanagere dated 21st February 1873.

The present collection of toddy from 13 villages of Maddagery Talook being inquired into, and reported to the Hoozoor according to an order received therefrom, an English docket No. 118 from the Division Commissioner, a translation of which the Deputy Commissioner forwarded to the Amildar along with his No. 368, dated 5th January is conveyed to me in a Hookoom Revenue No. 25, dated 19th February from the Amildar. The Deputy Commissioner insists on the Division Commissioner's order being carried out, as the Sunnod does not allow of the Inamdars enjoying the toddy revenue from the 13 villages. That the Inamdars therefore cannot claim it, and that their enjoyment of the revenue of the date trees was groundless. The Amildar therefore requests the Jodidars not to prohibit hereafter, the Government Contractor's making toddy collections in the said villages as they like.

30. The Jodidar's Petition, to the Superintendent of Inams, dated 2nd June 1873.

Requesting a reversal of the orders conveyed in the above, which, against usages and contrary to the Sunnod, prohibits the Jodidars making collections and enjoying the toddy revenues of the village.

31. From the Superintendent of Inams to the Jodidars No. 154 dated 11th June 1873.

The case should be represented before proper authorities.

32. Letter No. 179, from Madgiri Talook Cutchery to Sivanagere Jodidars dated 9th July 1873.

On a petitton from Jodidars, the Deputy Commissioner directed the Amildar in his No. 25, to issue an Endorsement according to instructions conveyed to him [see opposite to No. 29]. In a Memorandum the Amildar intimated to Jodidars the subject of his orders to the Shekdar.

33. Endorsement No. 226, dated 17th July 1873, from the Commissioner of Nandidroog Division to the Jodidar.

As the Chief Commissioner's docket No. $\frac{4632}{103}$, dated 19th December 1871, makes it imperative that no Inamdar, whose Sunnod does not cleary declare allowance being made to tap the date trees standing in his respective Inam Lands, should be granted that previlege, your prayers to grant an item the Sunnod disallows, cannot be complied with. The Deputy Commissioner was already written to add this item also to the Government Contractor.

I take charge of the shop and of the oven. I also agree to pay precisely on the 1st of every month Rupees 15—1—0.

Note—This contractor who continued to pay the amount of contract regularly till the 30th Noven 68, complained that he lost much and made over his Pattah and business to the security's charge, ... done conducted the business from December following to May 1869 for a period of 6 months. Then simply to reduce the amount, he signified that he lost much in the contract, and witheld payment notwithstanding urgent demands till at last, he required 3 month's time for paying the 3 full instalments at the first quarter, and during the second quarter, he agreed to pay at the rate of Rupees 9 a month, and gave his own brother Obla Dasi as his security, who, together with his son Mootta agreed to pay the money and accordingly executed the following stamp-paper-deed.

23. Karar executed by Obla Dasi and Mootta to Sivanagere Jodidar Hariappa, dated June 1869.

A balance in the account of the village toddy shop for Prabhava year being due to the 30th Moon's decrease in the month of Magha of the current year viz: Rs. 25, Annas 12 from Mootta and Rs. 20 As. 8 from Obla Dasi, making a total of Rupees 46-4-0, we agree to clear this sum by paying in 6 monthly instalments and that we pledge 2 cows, 1 calf, and 1 bullock as our security. Should we fail hereof, the cattle might be taken to your custody.

24. Moochalika executed on stamp-paper by Send Obla Dasi and Mootta to the Sivanagere Jodidar, dated as above.

The toddy shop and the preparation of joggery in the village are taken up by us on contract for 13 months from June 1869 to the end of July 1870, for Rupees 117, at the rate of Rupees 9 per mensem. As we could not produce security to guarantee our regular monthly payments, we pledge our 4 cattle in the shape of a deposit, and should we fail to make regular payments at the end of every month, we perfectly agree to your taking possession of the said cattle and attaching our trade in addition to your setting any other individual in the trade.

Note—As the contractors failed in the very first month to pay the amount of contract, and also the former balance against them, their Moochalika was cancelled according to an article thereof on the 10th of July 1869. The Inamdars attached their trade also.

25. Letter to the Sivanagere Jodidar from Hoolikunte Roodriah of Kortigere, agent of Messrs. Arathoon and Elé Mallappah Chetti, the Government Toddy Contractors, dated 9th July 1869.

Yesterday I applied to you for the Sub-contract of the toddy shop of Sivanagere Village. I agree to the sub-contract of the toddy shop and the date trees at Rs. 25 per mensem for a period of 20 months and 21 days commencing with the 10th of July 1869 to the end of March 1871. The Doddery Kotee Mootsuddi is instructed to pay you money before the 5th of every next month and he will do it accordingly ; but whenever remissions are not so made, and a balance is made to stand against us, the same will be made payable with interest at 1 per cent per mensem. I request the favour of a reply as to your having entrusted to our charge the shop and the date trees.

26. Letter from the Jodidar's son-in-law with reference to the sub-contract granted to the said Roodriah, dated as above.

Your letter that the toddy shop and the grove are contracted for Rs. 15 a month. Including the preparation of joggery this amount might be increased by Rs. 2, raising it to Rs. 17 and according to your own tender, the shop, the preparation of joggery and the grove are left to your charge. You will not only instruct the Dodderi Kotee Mootsuddi to remit punctually Rs. 17 at the end of each month, till the amount swells to Rs. 351-14-4 for 20 months and 21 days, but also reply my letter. Loss or profit that arises in the management is entirely yours. Before your contract closes, you will leave a set of untapped trees for future use

55. The Jodidar's letter again to the Abkary Department, dated October 1875.

Subsequent to your calling for a copy of Inam Superintendent's order, 2 or 3 letters were written to you. How is that none of them was replied. Reply please, whether or not you will take up the toddy of our village on contract.

Note.—This letter which the Anchè carried was returned being refused by Pootto[illegible]hetru, nephew, the petitioner learns, of Elê Mallappah Shetti.

56. Jodidar Krishnappa's Arzee to the Deputy Commissionor of Toomkoor, dated 31st January 1876.

Having learnt that the Abkary Department complained against our preparation of toddy joggery of our village being allowed to proceed, I beg to submit that the Inam Superintendent's order No. 766, admits our title to all other use and collection than selling of toddy for which purpose I am directed to obtain a license from you [Deputy Commissioner]. The Government Contractor will neither take up the contract himself nor reply us. He has, moreover, refused to receive the last letter sent to him by post, and the delay has entailed a serious loss. I have therefore allowed preparation of joggery to go on. Correspondences on the subject are herewith put up. I pray that a license might be granted to tap and sell toddy for drunkards as usual in my village.

Note.—No reply upto date.

57. Jodidar's Arzee to the Inam Superintendent, dated 6th February 1876.

The Government Contractor will not take up the contract from us, because he fears he will have to clear his arrears with us. We are prohibited on one hand to sell toddy ourselves without license, and the contractor would not, on the other, take up the contrct, his intention being simply to put us to loss by toddy being unsold. He does not reply the letters he was written to. He has, moreover returned the last Anchè letter written to him. The Deputy Commissioner, although, was reported has failed to enlighten us on the subject. Requests an order to grant us, license to tap and sell toddy in our village.

58. Endorsement No. 581, dated 18th February 1876, from the Superintendent of Inams to the Jodidar.

With reference to this, you should apply to Officers in the Revenue Department.

59. From Colonel W. C. Anderson, Survey and Settlement Commissioner Mysore, to the Secretary to the Chief Commissioner in Mysore, No. 473, dated 3rd April 1875.

With reference to your Memo No. $\frac{3208}{233}$ of the 29th July last, reports that the boundary dispute between the villages of Sivanagere of the Madgiri Talook, and Borasandra of the Sira Talook, has been investigated by Captain Coussmaker, Assistant Superintendent Revenue Survey, and in default of the production of any satisfactory evidence on either side, he proposes to divide the disputed land between the two villages concerned, in the propriety of which decision I concur.

2. The land is described as stony waste unfit for anything but grazing, no claim to any of it is alleged on behalf of Government. Any claim on the part of the Amrat Mahal Department is especially denied as shown in Captain Coussmaker's IIth para.

3. The dispute being entirely between two entire Inam villages, no question of excess of area arises, they are entitled to every thing within their respective lines of boundary.

60. Chief Commissioner's order thereon No. $\frac{2955}{R\ 85}$ dated 9th July 1875.

The Survey and Settlement Commissioner is requested to carry into effect the arrangements proposed by him for the disposal of the boundary dispute between the villages of Sivanagere of the Madgiri Talook and Borasandra of the Sira Talook.

2. The Superintentendent of Inam Settlements will adopt the necessary steps to revise the settlement made in that Department, in accordance with the decision now passed.

From Madgiri Talook [illegible] to the Jodidars of Sivanagere, dated 20th October 1874.

The Endorsement No. 766 from the Superintendent of Inams the original of which you produced, at the instance of the District Officer, on a complaint from the Abkary Department, is herewith returned.

47. [illegible] Jodidar's Arzee to the Chief [illegible]missioner, dated 8th Octo[illegible] 874.

In inviting the Chief Commissioner's attention to the Petitioner's Arzee marked 36, prays that justice might be done to his case.

48. Endorsement No. 1948, dated 5th October 1874, from Secretary to the Chief Commissioner to the Jodidars of Sivanagere village.

In reply to their petition, dated 19th September 1874, the Jodidars are informed that the question now raised by them as to the right of Inamdars to the Revenue from date trees, growing on their estates was decided sometime ago.

Date trees cannot be included under the general head of "fruit and flower trees" and therefore an exception to the law and usage of the Province cannot be made in petitioner's favor. The phraseology of a Sunnod dating more than 350 years back cannot, moreover be considered as a solid title to a claim such as that of petitioners.

49. Sivanagere Jodidar's Arzee to Sir Richard Meade, the then Chief Commissioner, dated 18th November 1874.

The Endorsement which the Secretary gave petitioner is against the weight of documentary evidence in the case. The revenue from date trees were in the enjoyment of the petitioner and his ancestors for nearly 4 centuries. Petition dated 22nd December 1873, to Mr. Gordon, the then Acting Chief Commissioner is not replied. The Endorsement No. 765, dated 26th February 1874, granted to petitioner by Colonel Puckle, the Superintendent of Inams is herewith enclosed for perusal. Your honor will be pleased to observe the glaring contradictions between the two endorsements on one hand, and the weight of documentary evidence in favor of petitioner on the other, and render him justice, which the Petitioner's case warrants.

50. Jodidar's letter to the Abkary Contractor E'è Mallappah Chetty, dated 4th April 1875.

We have the pleasure to give on contract the date trees of our Jodi village according to the rulings of the Inam Superintendent, if you like, you will please delegate one of your men to execute a proper Moochalika before the contract might be taken on hand.

51. The Abkary Contractor's reply to the Jodidar. No. 34, dated 15th April 1875.

A copy of the Hookoom you have referred to in your's might be sent for information.—

52. From the Jodidars to the Abkary Department, dated 21st April 1875.

A copy of the Inam Superintendent's order No. 766, is herewith sent as requested. You will please write to your Moktésur Hoolikuntè Roodriah, whether you will take up the contract in future, and settle with us the arrears in the amount of contract, standing over against you for the past 14 months,—upto March 1874, according to your Agent's Moochalika.

53. From Do. to Do. dated 8th June 1875.

A month and a half elapsed since a copy of the order was sent according to your letter, and reply is, not as yet received. You are requested to reply early whether or not you will take up the contract.

54. Moochalika executed by Goonigénahalli Rangègowdah of Sira Talook to Sivanagere Jodidar for preparing toddy joggery, dated 5th July 1875.

I undertake to prepare toddy joggery in your village on contract from 1st July 1875, to the end of March 1876. I agree to pay you Rs. 81, payable by 9 monthly instalments of Rs. 9 each. Such juice of the date trees will only be extracted as that which suits preparation of joggery. I also agree to subject my self to any loss or punishment should I extract drinking toddy and dispose it amongst drunkards.

l. From the Amildar of iri Talook to the Jodidar, o. 270, Dated 8th July 1876.

The Jodidar and the Abkary Contractor having fallen out with each other about the produce of the village date trees, the Deputy Commissioner, to whom the statement taken from the Jodidar was submitted with a report, has replied that, upon his signifying the same, the Inam Superintendent has replied in his No. 58, that Abkary previlege is witheld from the Inamdars. The Deputy Commissioner therefore, in his No. 91, insists on the Inam Superintendent's order being enforced. Wherefore the Jodidar is informed that, as the previlege in question is disallowed to him, he may no longer interfere with the produce of the date trees.

62. Jodidar's petition to the Superintendent of Inams, dated 8th July 1876.

Requesting for information copies of his Office letter Nos. 38 and 57 to the Deputy Commissioner, as these 2 communications refuse to admit the Endorsement Nos. 766 and 581, he is granted from this Office.

63. Inam Superintendent's eply to the Jodidar, No. 231, lated 20th July 1876.

The Deputy Commissioner is written from this Office, to reserve to Government the previlage of Abkary alone and to leave the Jodidar with exclusive rights to the produce of the date trees as already intimated to him in Endorsement No. 766, dated 26th February 1876.

18th *August* 1876.

(Signed) KRISTNAPPA,

Jodi Inamdar.

V. B. SOOBIAH PRINTER, BANGALORE:—1876

G.R.S. 70]

Government of H. H. the Maharaja of Mysore.

GEN. & REV. SECRETARIAT.

——— 28002

REQUISITION FOR PAPERS.

A

B

Docket No. 183 dated 6th October 1876 the writer is neither Supdt. of Inam Settlement, nor the petitioner in humble reply and enclosures the year 1877 for the registration file No. 72 on the present account as now be received.

Filed SECTION Sep: Rev

FILE No. 24 1876-77

Deposit

SERIAL No. 29

File No.

Serial No.

For prearrangement with Ex: & 141 of 1892-93

To be put up with Diary No. of 191

Signature

Branch

Section

Date

N. Narasimha Murthi
Spl: Clerk. Rev
26.9.14.

GPB—20,000—19-7-12

No 710. 9/9.47

There is no stamp in the Register now nor is shown that the right of Emp. of the date there was reserved to the Inamdar. The Enam Deptt may be asked to forward the correspondence & other papers connected with the issue of the Govt. No 766 of 26. Feb/74 & No 231 of 20th July 1876 alluded to by Krishnappa in his printed petition of 18th April/76. The Deptt may be also asked Report under what circumstances & on what grounds he decided that the Joodun shd be allowed the exclusive right of Enjoying the produce of the Saltpetre when the right was reserved to Govt.

1876. 95

From The Superintendent of the Inam Settlement

To Secretary to Chief Commissioner, General Department.

Dated 21st Oct 1876

Despatched 21st Oct 1876

Received 23rd Oct 1876

ENCLOSURES NO. 2 Rec. sheets & abstracts

General No. 745 } 1877
No.

Your Docket No 2830 of the 6th instant.

Has the honor to submit the Register and statements of Sivangere village of the Maddagiri Taluk as requested in the above.

Supdt of Inams & Alienations

Dy. Secy
21-10-76

No 2720

127

Dy. Secy
21/10/76

I
V 93

81 (B) 1876. 8339/248

Sept. Rec'd
The Superintendent of
Native Settlements
SERIAL No. 24

d/b Tauranga.
20
Rec'd 5/12
Encl: 1

8339
No. 248

Passing through the suburbs
certain temporary encampments
of Natives connected with the
settlement of the Native
villages at Te Papa
Apparently the Chief Engineer
Native Dist.

Rec'd 20/12/76 No. 363

V: 8339
R. 248
D/16 November 1871

Docket No 74 of 14th October 1876 from the Superintendent of Inam Settlements submitting Reports and Statements connected with the Settlement of the Inde village of Sivanpore Agraharam in the Maddapam Talukh.

Order thereon.

There is nothing in the Reports now submitted to show that the right of Enjoying the date trees was reserved to the Inamdar. The Supdt of Inam Settlements is requested to forward the correspondence and other papers connected

with the issue of the
Indorsements. No 766
of 26 February 1874 and
No 231 of 20 July 1876,
alluded to by Venkatappa
in his printed petition
of 15 August 1876, herewith
forwarded for reference.

2 The Imam Sahib is
also requested to report
under what circumstances
& on what grounds he
decided that the Jordan
should be allowed the
exclusive right of
supplying the Arabian of
the date trees when
the Akkari right was
reserved to Government

To
The Sahib of Imamsahib

Secretary

1/
V.93

1876. 42, Jul
104

From

The Superintendent of the Inam Settlement.

(4)

To

Secretary to Chief Commissioner, General Department.

SECTION Sep: Rev:
FILE No. 2476-77
SERIAL No. 5

Dated 25th
Despatched 27th Nov.
Received 27th
Reg. 28th

ENCLOSURES NO.

General No. 83. 1876-77
No.

Docket 8c-74

Has the Collector to request the Secretary to be so good as to direct the transmission of the Register and Statement of Sivanagere village, in Madduguri Taluk, forwarded with the above.

Supt of Inam Settlt.

27-11-76

9/9.47

1876.

From

The Secretary to the Chief Commissioner of Mysore.

(5)

To

The Supdt of Inam Settlt.

SECTION Sep: Rev:

FILE NO. 29 1876-77

SERIAL NO.

ated 8th December

espatched 9th

Received 12th

ENCLOSURES NO. 1 packet sealed by Supdtn.

General No. 9241

R No. 272

Your docket No 83 of 22nd ult. in reply to 8-

22nd November 1876

Returns the ~~Estimates~~ 2 Reports Sheets and 7 Statements relating to the Inam pre. village of the Maddagiri Taluk, received with Your docket No 74 of 14 October 1876.

By order

Off. Secretary

6/12/76

V
745

1876.

U.0240
125

From

The Superintendent of the Inam Settlement.

SECTION Sep: Rev:
To
FILE No 2 of 1876-77
Secretary to Chief Commissioner,
General Department.
SERIAL No. 7

Dated 13th

Despatched 18th

Received 19th Sept. 20th

ENCLOSURES NO. 1 file Cont. 17.

General No. 2[illegible] } 1876.77
No.

With reference to ho 8339/R 248 of 16th Nov. 76, returns certain Rpts and Statements of Sivaungere village together with the Petition therewith rec'd, & states that the Soddy Rev: was disposed of under paras 2 & 3 of Ch Commr's Proc: ho 3697/R 30 dated 8th Oct. 1876.3

For D. Secr.

19.12.76

AR & R

The Inam Supdt does not clearly state whether the claim of the Joddidars & enjoying the produce of the date trees was disposed of under the provisions of para 2 or 3 of CC's proc: No 3697 of 8 Oct 75. [illegible]

Inam Settlement Office,

No. 93 Bangalore, 13th Dec. 1876

To, (6)

The Secretary to the Chief Commissioner

of Mysore

Sir,

With reference to the Chief Commissioner's Proceedings No. 8339/R. 248 of 16th November 1876, I have the honor to return the two Register sheets and seven statements relating to the Sivanagiri village of the Madagiri Talúk, as also the Petition therewith received; and to state that the claim to the Toddy revenue, was disposed of, as far as this Department is concerned, under para 5 of the Chief Commissioner's Proceedings No. 3697/Rev. 30 of the 8th October 1873, by which the Holders are declared to be at perfect liberty to lease the Toddy trees

on A

out to the Government Contractor, or c. c.
utilize them in any way except by
vending liquor without a license from
Government.

2. I presume, however, that under the
present Contracts no such license to
vend can be given to the Holders of
Inám villages, and they are consequently
at the mercy of the Contractors as to
the terms on which they can lease
their trees; especially as the Contractors
can find a sufficient number of trees
on the Government lands, without paying
the Holders of Inám villages any
additional sum to obtain the lease
of their trees. Unless, therefore, a license
to vend in their own villages can be
given to them, some further considera-
tion of their rights seems to be called
for.

Copies

3. Copies of letters from and to the Deputy Commissioner of Toomkoor, as also 4 Petitions, as per ferist putty, are submitted herewith.—

I have the hour to be,

Sir,

Your most Obed[t] Servant

D. D.

Supt[e] of Inam Setts.

28

From The Dy. Commissioner,
Toomkur District
To The Supt[t] of Inam Setts.
No. 97 dt[d] 14th May 1876.—

I have the hour to request that you will obligingly inform me whether in the Inam settlement, the abkary bab has been confirmed to the marginally noted* Jodi villages, as the Inamdars claim the same, through the Title-Deeds

* Agrahar Hosahalli & Lukkihal = lli Kasahalli Villages in the Chickanaikan halley Taluk, and Siram as per Grant of the Maddagiri Taluk

Title-Deeds issued to them from your Office are silent on the subject.

I have &c.

/Sd/ E. v. Sudlow.

From the Supt of Grain Settlt
To the Dy Commissioner
Province District
No 58 of 23rd day 1876.

Re the Miner to state that the right to Alkali was not allowed to any of the villages mentioned in the above.

/Sigd/ Richfield

"True Copies"

Supt of Grain Settlt

9 91

J 45 1877. (9)

From

The Secretary to the Chief Commissioner of Mysore.

To

The Superintendent of Inams Mysore

FILE No. 29 1876-77

SERIAL No. 8

Dated 6

Despatched 9 January 1877.

Received

ENCLOSURES NO. 1 Packet sealed by author. sent-with letter in the same cover

General No. 10003

R No. 1286

His docket No 93 dated 13th Letter Reporting that the Claim of the Godidar of the Sangere village of the Haddagere Catfork to the Toddy Revenue was disposed of under para 5 of the Chief Commrs Proceedings No 3697/Rev 30 of the 8th October 1873.

Referring to the above, Requests that the Supt will state clearly whether the claim of the Godidar to enjoy the produce of the date trees was disposed of under the provisions of para 2 or 3 of Chief Commrs

6779

1877. 23

A

From The Superintendent of the Inam Settlement.

SECTION Rev. Rev.

To Secretary to Chief Commissioner, General Department.

FILE No. 2 of 1876-77

SERIAL No. 9

Dated 23rd } January 77.

Despatched 25th }

Received 25-1-77

Rep 26th

ENCLOSURES NO. Nil

General No. 107 } 1876-77.
No.

In reply to Memo No 10,003/286 of the 6th instant, reports that some misapprehension appears to exist as regards the Soddy revenue in para 2 of Chief Commissioner's Proceedings under reference, and solicits certain instructions on the point.

To Duftur

25-1-77.

Recd 26-1-77

(8)

Inám Settlement Office

No. 102 Bangalore 23d. Janv. 1877

To,

The Secretary to the Chief Commissioner
in Mysore

Sir,

In reply to your docket No. 10,003/286 of the 6th Instant, I have the honor to report that some mis-apprehension would appear to exist as regards the item of Toddy revenue, and that it has been supposed that para 5 of the Chief Commissioner's Proceedings bore reference to the item of Toddy as apart from the provisions of paras 2, and 3. If para 5 be read with the closing portion of para 1, in which the Chief Commissioner directs the management of the collection of the Sayer and

and Abkari revenue to be assumed by the District Officers, the absence of any allusion to a Sanad, or other authority, in para 5 would lead to the supposition that the management of the collection of the Toddy revenue was with-drawn from all Inám villages, no compensation being allowable for the reasons therein assigned. Under this view no compensation has been allowed even to those whose Sanads conveyed to them the right to the Abkari revenue, and the Holders of all whole villages have simply been referred to the provisions of para 5, as embodied in para 4 of Proc: No. 6. This view was evidently held by Colonel Puckle, as is evident from the letters marginally noted, copies of which are appended.

1. Nandydrug Division Commissioner's No. 190 of 18 May May 1874.
2. Inám Superintendent's No. 730 of 22 May 1874.

Am.

2. On the other hand, from the query contained in your docket under reply, it would appear that para 5 is read with the opening clause of para 2, in which the existence of Samads is expressly stipulated for.

I would, however, remark that the ryots now enjoy the same liberty to utilize their Toddy trees under the Survey guarantee as that alluded to in para 5 of the Proceedings under reference; and that the former view would appear to be correct.

3. Soliciting the Chief Commissioner's instructions on the point.

I have the honor to be,
Sir
Your most Obed^{t} Serv^{t}

Supt^{g} of Inam Sett^{s}.

P. S. O

From Offg Commr
Mandydurg Divn
To the Superintendt
Indian Settlements
in Mysore
No. 1,798 18th May 1874

I have the honor to forward (in) Secretary's Official Memo No. 6365/G. 238 of 19th February 1874 and the Junior Deputy Commissioner's letter No. 130 of 8th Instant (both in original) in connection with the complaint of Krishnapah & others of Sivasagere Agrahar, Muddagiri Talook, to the effect that they have been deprived of the revenue realized from the Toddy trees in their village, and to request you will be so good as to inform me whether the Petitioners rights to Toddy has been conceded to them by the Indian Department or not.

2. Krishnappa's Petition to the address of the Chief Commissioner

received

received with the Official Memo above quoted, is also enclosed with its enclosures, 15 in number.

Sig^d/ A. C. Hay.

From The Supt^t of Inam Settts: in Mysore
To The Commissioner of the Nundydrug Div^n
No. 73 of 22^d May 1874

In reply to your Docket No. 19 of the 18^th Instant, I have the honor to invite your attention to the Chief Commissioner order No. 3697/30 of 8^th October 1873, in which it is directed that the holders of whole inam villages, whether or not the toddy rights are conceded to them, are at liberty to lease the date trees growing in their villages to the Government contractor, or utilize them in any way except by vending liquor without a license from Government.

enclosures returned.

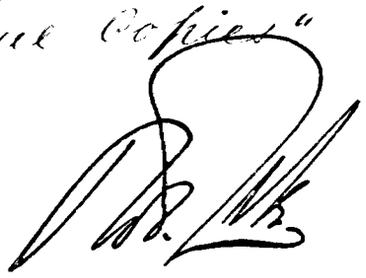
2. The case of the Sirvaugere Jodidars, alluded to by the Dy Comm^r

J

of Tumkoor is governed by the above rule
under the restrictions laid down.

/sig.d/ J. Puckle

"True Copies"



Supt. of Main Lines.

Bijr

(10)

No 1559
4, 4, 4

Endorsement

SECTION Rev.
FILE No. 24-15-1 dated 18 August 1876
SERIAL No. 19

In reply to his petition
Krishnabhai, Jodidar of the
Sumpere village in the
Maddapur taluk is
informed that the term
fruit and flower trees"
used in his Sanad which
is more than 350 years old,
is vague and cannot be
construed as conclusively
establishing a right to the
privilege claimed by him,
and that the original
Sanad under which
the village was granted
on Sarvamanyam tenure
has been rendered
inoperative by the village
having been subsequently
subjected to Jodi by
Diwan Purnaiah.

2. Petitioners case however falls under para 6 of the Govt of Commonwealth Prop. No 3647/30 of 31 October 1873, under which the payment of the tody collections will be continued to the Petitioners during his life time and one-half of the payment during the second life also. The Commissioner Bombay has been directed to dispose of the petitioners claim in accordance with the above provisions.

By Order

17/3/77

Asst Secretary

G.R.S. 70]

Government of H. H. the Maharaja of Mysore.

GEN. & REV. SECRETARIAT.

17998

REQUISITION FOR PAPERS.

Section A

Docket No. 74 dated 14th October 1876 from the Supdt. of Inam Settlement

B

SECTION Sep: Rev
Filed
FILE No. 20/1876-77
Deposit
SERIAL No. 11

File No.

Serial No.

For rearrangement with Ex: F. 141 of 1892-93.

To be put up with Diary No. of 191

Signature
Branch
Section

H. Narasimha Murthy
Clerk Rev.
Supdt. Rec'd.
2.6.1914.

PB--20,000—19-7-12

Government of H. H. the Maharaja of Mysore.

GEN. & REV. SECRETARIAT.

REQUISITION FOR PAPERS. 22003

Section Chief Commrs Prs.
No. 8339-248 dated
A 16th November 1876.
B to Supdt Inam Sett

Filed
SECTION Sep Rev
Deposit FILE No. 29/1876-77
SERIAL No. 12
File No.

Serial No.

For rearrangement with
Cor: F. 141 of 1892-93

To be put up with Diary No. of 191

Signature H. Narasimha Murthi
Branch Asst
Section S&C: Sub Records
Date 2·6·914.

GPB—20,000—19-7-12

G.R.S. 70]

Government of H. H. the Maharaja of Mysore.

GEN. & REV. SECRETARIAT.

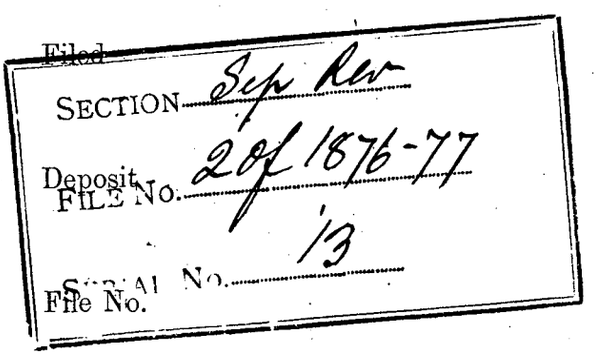
REQUISITION FOR PAPERS. 1899

Section

A

B

Letter No. 93
dated 13th December
1876 from the Supdt
of Inam Settlt



Serial No.

For rearrangement with
Ch. F. No 141 of 92-93

To be put up with Diary No. of 191

Signature
Branch
Section
Date

H. Narasimhachar
Spl Sub Clerk
Rev
Records Genl Rev.
2.6.914.

GPB--20,000--19-7-12

G.R.S. 70]

Government of H. H. the Maharaja of Mysore.

GEN. & REV. SECRETARIAT.

28091

REQUISITION FOR PAPERS.

Section Docket No. 1893-286

A Rates 6th January 1877

B to the Supdt. of Inam Settlements

Filed

Deposit SECTION Sep Rev

FILE NO. 24 1876-77

File No. SERIAL NO. 14

Serial No.

For rearrangement with Ex. F. No. 14 of 92-93

To be put up with Diary No. of 191

Signature H. Narasimha Murthi Asst

Branch Clerk

Section Spl Sec'y Records

Date Genl. Revs Depts 2-6-914.

GPB—20,000—19-7-12

G.R.S. 70]

Government of H. H. the Maharaja of Mysore.

GEN. & REV. SECRETARIAT.

REQUISITION FOR PAPERS. 22000

Section

A

B

Letter No. 10
dated 23rd January 1877
from the Supdt. of Inam
Settlements

Filed
SECTION Sep Rev
Deposit
FILE No. 2 of 1876-77
SERIAL No. 15
File No.

Serial No.

For rearrangement with
Ex: F No. 14 of 1892-93

To be put up with Diary No. of 191

Signature M. Narasimha Murthi Rao
Branch Clerk
Section Records
Date Genl: Rev: Depts
2·6·914.

GPB—20,000—19-7-12

20

S. No. 16

Read:- Printed Petition No. 1153
dated 18th August 1876 of
Krishnappa Jodidar of
Sivangéré Village in the
Chadrapiri Taluk.

Docket No. 183. dated 6
October 1876 to the Superte
of Inam Settlements.

Docket No. 74. dated 14
October 1876 from do —

Chief Commissioner's
Proceedings No. $\frac{8339}{248}$. dated
16 November 1876 to — do —

Letter No. 93 dated 13th
December 1876 from — do —

Docket No. $\frac{10003}{286}$ dated 6
January 1877 to — do —

Letter No. 102 dated 23
January 1877 from — do —

Read again:- Chief Commissioner's
Proceedings No. $\frac{3697}{30}$ date
8th October 1873.

Order thereon:-

In Chief Comm's
~~Ord. a careful perus~~
~~given in Carefl Considera~~
~~sal of the foregoing cor~~
~~respondence and consi~~
~~deration~~ of the claims
advanced by the Petitione
Krishnappa for the land

c.o.k.

as supporting his present
Claim.

3. - It appears, however,
that the Inam Superintt
granted the date trees to
the Inamdar but reserved
the Abkari right to
Government, evidently
considering the toddy
revenue as distinct from
Abkari. The question for
determination is whether
under the provisions of
Chief Commissioner's
Proceedings No. $\frac{3697}{30}$ dated
8th October 1873, the Jodidar
Claim is admissible, &
if so, to what esctent. Para
2 of the Order provides
that in the case of Jodidars
who are expressly empow-
=thorized in their Sanads,
to levy Sayer and Abkari
the payment of the
revenue, minus Cost of
collection, should be con
=tinued. In para 3, it is
laid down that if a
Jodidar collects revenue
unauthorizedly, it should
be

2

~~of~~ ~~2~~ refers merely to those cases in which the privilege of vending toddy from trees situated in private Villages has been reserved by Govt. In such cases the holders are at perfect liberty to lease them out to the Government Contractor or utilize them in any way, except by vending liquor without a licence from Government.

Para 5 should be read with paras 2 and 3, and not as a distinct provision unconnected with cases (a) and (b).

Offg Secretary

To

The Superintt of Inam Settlements.
Comms Nanclydroog Division
with reference to his Lr No 81
dated 2nd July 1874.
Commissioners of other Divisions.

Proceedings of the Chief Commissioner of Mysore, Department of Revenue, Agriculture and Commerce, 20th March 1877.

'rinted petition No. 1559, dated 18th August 1876, from Krishnappa, Jodidar of Sivangere village in the Maddagiri Taluk.
)ocket No. 183, dated 6th October 1876, to the Superintendent of Inam Settlements.
)ocket No. 74, dated 14th October 1876, from do.
'hief Commissioner's Proceedings No. 8339—248, dated 16th November 1876, to do.
Letter No. 93, dated 13th December 1876, from do.
Docket No. 10003—286, dated 6th Jan. 1877, to do.
Letter No. 102, dated 23rd January 1877, from do.

READ again—

Chief Commissioner's Proceedings No. 3697—30, dated 8th October 1873.

No. 12917—REV. 363, DATED BANGALORE, 20TH MARCH 1877.

ORDER THEREON.—The Chief Commissioner has given his careful consideration to the claims advanced by the petitioner Krishnappa for the toddy collections of his jodi village of Sivangere in the Maddagiri Taluk.

2. In regard to the question whether, under the terms of the original sannad, the jodidar is entitled to claim the privilege of collecting the toddy revenue, Mr. Saunders considers that the term "fruit and flower trees" used in the sannad, which is more than 350 years old, is vague, and cannot be construed as conclusively establishing a right to the privilege now claimed. The original sannad under which the village was granted on sarvamanyam tenure has been rendered inoperative by the village having been subsequently subjected to jodi by Divan Púrnaiya, and the jodidar cannot, therefore, fall back upon the original sannad as supporting his present claim.

3. It appears, however, that the Inam Superintendent granted the date trees to the inamdar, but reserved the abkari right to Government, evidently considering the toddy revenue as distinct from abkari. The question for determination is, whether, under the provisions of Chief Commissioner's Proceedings No. 3697—30, dated 8th October 1873, the jodidar's claim is admissible, and if so, to what extent. Para 2 of the order provides that, in the case of jodidars who are expressly authorized in their sannads to levy sayer and abkari, the payment of the revenue, minus cost of collection, should be continued. In para 3, it is laid down that, if a jodidar collects revenue unauthorizedly, it should be resumed except in the following cases :—

(*a*). Where a jodidar, notwithstanding the absence of authority, has enjoyed the collections since 1846.

(*b*). Where the dues have been enjoyed for upwards of 30 years.

4. In case (*a*) the payment is to be continued only for a limited period, which should ordinarily be the life of the present recipient.

5. In case (*b*) one half the payments might be continued to the second life also.

6. The case of the jodidar of Sivangere is, in the Chief Commissioner's opinion, one falling under clause (*b*) above, and the Commissioner is requested to dispose of the petitioner's claim in accordance with its provisions. An endorsement has been granted to the petitioner to this effect.

7. Para 5 of the said Proceedings refers merely to those cases in which the privilege of *vending* toddy from trees situated in private villages has been resumed by Government. In such cases the holders are at perfect liberty to lease them out to the Government contractor or utilize them in any way, except by vending liquor without a license from Government. Para 5 should be read with paras 2 and 3, and not as a distinct provision unconnected with cases (*a*) and (*b*).

T. CLARKE,
Offg. Secretary.

To—The Superintendent of Inam Settlements.
" Commissioner, Nundydroog Division, with reference to his No. 81, dated 2nd July 1874.
Commissioners of other Divisions.